

**EXHIBIT RR**



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CLIENT/MATTER NUMBER  
 085437 3044

October 16, 2007

VIA FACSIMILE AND U.S. MAIL

Barbara Chisholm  
 Altshuler Berzon LLP  
 177 Post Street, Suite 300  
 San Francisco, CA 94108

**Re: Stanford Hospital & Clinics/ Lucile Packard Children's Hospital's  
 Information Request Concerning SEIU Local 715**

Dear Ms. Chisholm:

I am in receipt of your letter of October 9, 2007 in which you advise that you will not respond on behalf of "Local 715" to my request, made on behalf of Stanford Hospital & Clinics and Lucile Packard Children's Hospital, that you specify whether the firm of Weinberg, Roger & Rosenfeld appears and acts on behalf of "Local 715" as counsel retained directly and exclusively by "Local 715," or rather is acting on behalf of "Local 715" in its capacity as counsel for SEIU-UHW and pursuant to the purported "service agreement" between "Local 715" and SEIU-UHW. In the event you declined to respond because you believe that the request should have been made directly to Bruce Smith, "Trustee" of "Local 715," please forward my request to him for his reply. I addressed the request to you, as I believe it proper for counsel to communicate with counsel and not directly with Mr. Smith.

You have previously advised me that you represent Mr. Smith, the "Trustee" appointed by Andrew Stern, President of SEIU International, to take over the affairs of "Local 715," and thus represent "Local 715." By letter dated June 14, 2007, Stanford Hospital & Clinics and Lucile Packard Children's Hospital were advised directly by Mr. Smith of his "appointment," and also that "[a]ll servicing agreements to which Local 715 is a party will remain in full force and effect in every respect, without any change whatsoever." Mr. Smith was subsequently informed by my client that the servicing agreement between "Local 715" and SEIU-UHW had previously been rejected, and that his appointment did nothing to alter that rejection.

You also advised my client, by letter dated June 18, 2007, that pursuant to the SEIU International Constitution and By-Laws, all officers and directors of "Local 715" had been removed (which assumes that there were any officers and directors to be removed at the time), and that "Local 715" has no employees.

The service agreement provides that SEIU-UHW will provide professional services to "Local 715" for, among other things, "[r]epresentation in the grievance procedure and at

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arbitration hearings. Such representation is to be provided at no cost to "Local 715." SEIU-UHW has historically utilized legal counsel, specifically the firm of Weinberg, Roger & Rosenfeld, to provide representation at arbitration hearings.

In view of your refusal to respond to the request concerning the capacity in which Weinberg, Roger & Rosenfeld acts when it represents "Local 715" in arbitration proceedings, my client can only conclude that your refusal was motivated by the knowledge that Stanford Hospital & Clinics and Lucile Packard Children's Hospital long ago rejected the servicing agreement between "Local 715" and SEIU-UHW, and have since refused to deal with any person purporting to act for UHW pursuant to that agreement. Thus, rather than confirming that Weinberg, Roger & Rosenfeld is acting pursuant to the servicing agreement and not directly on behalf of "Local 715," you have chosen to decline to respond.

We can appreciate the professional dilemma that in all likelihood has been presented to you by this request for information. However, in view of the fact that you decline to respond on behalf of your client, and unless and until I receive the information requested from Mr. Smith in the event your refusal to respond was on the basis that the request should have been referred to him, Stanford Hospital & Clinics and Lucile Packard Children's Hospital must conclude that Weinberg, Roger & Rosenfeld is acting pursuant to its ongoing relationship as counsel to SEIU-UHW, and is providing its services pursuant to the previously rejected servicing agreement. Accordingly, Stanford Hospital & Clinics and Lucile Packard Children's Hospital will not proceed to select arbitrators with the firm of Weinberg, Roger & Rosenfeld, or to go forward on the record in any arbitration hearing at which that firm appears, unless and until it receives assurances that Weinberg, Roger & Rosenfeld is not providing services pursuant to the servicing agreement to which Mr. Smith referred in his letter of June 14, 2007 (nor pursuant to any other servicing agreement a copy of which has not been provided to Stanford Hospital & Clinics and Lucile Packard Children's Hospital by letter dated June 14, 2007), but rather is appearing directly on behalf of "Local 715."

By this letter, Stanford Hospital & Clinics and Lucile Packard Children's Hospital are not refusing to arbitrate, but rather are only refusing to recognize and deal with any person acting on behalf of SEIU-UHW pursuant to the previously rejected servicing agreement.

Sincerely,

Laurence R. Arnold

LRA:sey

cc: Laurie Quintel

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\*\*\* TX REPORT \*\*\*  
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**MESSAGE:**